

H 244502C

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF PHOENIX

THIS AGREEMENT is entered into 27 July 1998, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Chapter 2, Section 2 of the City Charter, to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to the State's construction of the Agua Fria Freeway SR 101L, the City requests sidewalk improvements along the North and South Frontage Roads of SR 101L as outlined in the proposed supplemental agreement, attached hereto and made a part hereof as Exhibit "A", at an estimated cost of \$74,650 00.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 22541  
Filed with the Secretary of State  
Date Filed: 07/27/98  
Letty Bayless  
Secretary of State

By Vicky J. Charnewol



## II. SCOPE OF WORK

### 1. The State will:

a. Upon execution of this agreement, invoice the City \$74,650.00 for the estimated cost of the sidewalk improvements outlined in Exhibit "A".

b. Call for bids and award one or more construction contracts for the signal Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the State.

c. Upon completion of the sidewalk improvements, invoice or reimburse the City for the actual cost of said improvements outlined in Exhibit "A".

d. Upon completion, approve and accept the Project on behalf of the parties hereto.

### 2. The City will:

a. Upon execution of this agreement, remit to the State \$74,650.00 for the estimated cost of the sidewalk improvements outlined in Exhibit "A".

b. Be responsible for the actual cost of the sidewalk improvements.

c. Be responsible for any contractor claims for extra compensation attributable to the City.

d. Upon completion and acceptance by the State, provide maintenance to the sidewalk.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:



Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Phoenix  
Street Transportation Director  
200 W. Washington, 5th Floor  
Phoenix, AZ 85003-1611

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PHOENIX, a Municipal corporation  
Frank Fairbanks, City Manager

STATE OF ARIZONA  
Department of Transportation

By Thomas E. Callow  
JAMES H. MATTESON  
Streets Transportation Director

By Victor M. Mendez  
VICTOR M. MENDEZ  
Deputy State Engineer

ATTEST

By Vicky Miel  
VICKY MIEL  
City Clerk

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1998 JUL -7 PM 4:36  
CITY CLERK DEPT.



APPROVAL OF THE CITY OF PHOENIX ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 1st day of July, 1998.

Michael D. Heen  
**ACTING**  
City Attorney  
DHB



Street,

RESOLUTION NO. 19086

A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ENTER INTO AN AGREEMENT WITH THE STATE  
OF ARIZONA THROUGH THE ARIZONA  
DEPARTMENT OF TRANSPORTATION FOR  
CONSTRUCTION OF A SIDEWALK/BICYCLE PATH  
FROM 27TH AVENUE TO 23RD AVENUE ALONG THE  
AGUA FRIA FREEWAY FRONTAGE ROADS.

\_\_\_\_\_

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX as

follows:

SECTION 1. The City Manager be and he is hereby authorized to enter into  
an agreement with the State of Arizona through the Arizona Department of  
Transportation ("ADOT") for the construction of a concrete sidewalk/bicycle path from  
27th Avenue to 23rd Avenue along the Agua Fria Freeway frontage roads.

...

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RESOLUTION

BE IT RESOLVED on this 6th day of February 1998, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with City of Phoenix, for the purpose of defining responsibilities, in the design, construction and maintenance of two new traffic signals warranted on SR101L at the intersections of 27th and 23rd Avenues. In addition, the City requests sidewalk improvements along the North and South Frontage Roads of SR101L, at a current estimated cost of \$74,650.00.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID ALLOCCO, acting Manager  
Engineering Technical Group

for LARRY S. BONINE, Director



ARIZONA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS

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SUPPLEMENTAL AGREEMENT

Change Order No. 39 Force Account No. \_\_\_\_\_

FA OR NFA Project No: RAM 600-0-518 Tracs No: H244502C ORG No: 7744

Name of Project: I-17 Loop 101 - West Half Contractor: Kiewit Western Company

DESCRIPTION AND REASON

REQUEST: To compensate the contractor for performing work on this contract as indicated on revised plan sheets 23, 24, 35, 35C, 35D, 72, 74, 76, 79, 81, 83, 128, 130, and 948 of 973.

REASON: The City of Phoenix requested that the sidewalks along the North and South Frontage Roads be changed from five feet wide to eight feet wide and to leave a six foot parkway between the sidewalk and the curb. The unit price of the sidewalk needed to be adjusted to allow for the additional forming and the grading of the parkway. This change also made a small retaining wall necessary between retaining wall 11 and the sidewalk, a small retaining wall along the south frontage road was added under I-17 in lieu of slope paving, and a short retaining wall was added along the south frontage road down slope from a high mast pad.

COST ANALYSIS:

ITEM ACTION	ITEM NO.	DESCRIPTION	UNIT	DIFF	PRICE	AMOUNT
Decrease	9080201	Concrete Sidewalk (C-05.20)	SF	-21,080	\$ 1.50	\$- 31,620.00
Create	9080242	Concrete Sidewalk (8' w/parkway)	SF	33,534	2.13	71,427.42
Create	9100008	Concrete Barrier (Single Face -32")	LF	536	30.98	16,605.28
Create	9100009	Concrete Barrier (Detail R)	LF	120	79.78	9,573.60
Create	9240051	Misc. Work (extend sleeve & Bkfl)	LS	1	8,651.09	8,651.09

Extension of Time is Authorized for 0 days as a result of this Supplemental Agreement.

TOTAL DIFFERENCE

PLUS	MINUS
\$74,637.39	\$

Date \_\_\_\_\_ Date \_\_\_\_\_ Date \_\_\_\_\_ Date \_\_\_\_\_

Submitted \_\_\_\_\_ Approved \_\_\_\_\_ Approved \_\_\_\_\_ Checked \_\_\_\_\_

\_\_\_\_\_  
RES. ENGR.                      AST. DISTRICT ENGINEER                      DISTRICT ENGINEER                      FIELD REPORTS

For Valuable Consideration, it is mutually agreed that the matter detailed above shall be done and payment made as shown herein for a Supplemental Agreement Change Order, all in accordance with the terms of the contract. For work being performed as a Supplemental Agreement Force Account Request, final payment shall be made as stipulated in the Standard Specifications and its supplements upon completion of said work.

Date \_\_\_\_\_ Date \_\_\_\_\_ Date \_\_\_\_\_

Approved for \_\_\_\_\_  
Contractor: Kiewit Western Co                      Approved for State of Arizona                      Approved with/without Federal Participation

By \_\_\_\_\_ By \_\_\_\_\_ By \_\_\_\_\_

EXHIBIT "A"





GRANT WOODS  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680  
Direct: (602) 542-8837  
Fax: (602) 542-3646  
MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

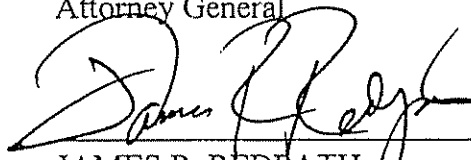
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR98-0368TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE July 21, 1998.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/13848

Enc.